

MINUTES OF THE MEETING OF BOARD OF PUBLIC WORKS, NOVEMBER 18, 1941

The Board of Public Works met on November 18, 1941, in the office of the Governor, State House, Annapolis, Maryland.

There were present: Herbert R. O'Connor, Governor
 J. Millard Tawes, Comptroller.

The Minutes of the Meeting of November 6, 1941, a copy of which was sent to each member of the Board, were approved.

MORGAN STATE COLLEGE:

A Special Meeting of the Board was called on this date to take up the matter of contracts approved by the Board at the meeting held November 6, 1941, for the construction and equipment of a new Power House for Morgan State College, because of a letter received from the Steiner Construction Company in which it was requested that certain exceptions be made in the contract to be signed by that company for the work to be done by it.

Mr. Lucien E. D. Gaudreau, architect for the work, Attorney General William C. Walsh, and Assistant Attorney General Hugh A. Meade, attended the meeting.

The Secretary read to the Board the letter received from Steiner Construction Company, dated November 14, 1941, reading as follows:

"We have been advised by Mr. L. E. D. Gaudreau that we have been awarded the contract for the General Construction Work, Power House, Morgan State College, Baltimore, Maryland.

"We also understand that the mechanical work in connection with this Power House is to be awarded to a non-union contractor. We have an agreement with the Baltimore Building Trades Council, which states that men employed by us and men employed by our sub-contractors shall be of union affiliation recognized by the Council, and that they cannot work on a job on which non-union labor is employed.

"Therefore, we are ready to accept this contract with the understanding that our contract is to be completed in its entirety, and that our work will be carried out without interruption or interference caused by other contractors in connection with this project."

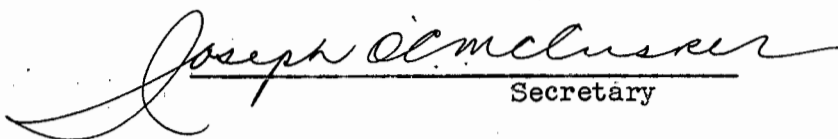
After due consideration of the letter of Steiner Construction Company, it was decided that there was nothing in the specifications on which the company bid, nor in its bid, which would justify making the changes suggested by the company and that the Board could not accept the proposed modifications of the contract. The Board felt it should require the Steiner Construction Company to carry out its contract in accordance with the specifications and that any failure on its part should subject it to the penalty prescribed in the specifications.

The Attorney General was authorized to confer with Steiner Construction Company, or its attorney, and with The Lacchi Construction Company, second low bidder, in the event Steiner Construction Company definitely declined to execute the contract called for by the specifications. In the event The Lacchi Construction Company should decline to accept an award for the construction work in accordance with its proposal, the Board decided that the next thing to do would be to approve an award of a contract to the Costanza Construction Company, the third low bidder.

The Secretary was directed to advise the Steiner Construction Company of the Board's action in declining to agree to a modification of the

specifications in the execution of a contract for the work.

There being no further business, the meeting was adjourned.


Secretary

Memorandum:

The Secretary directed the following letter to Steiner Construction Co. and delivered it personally to Mr. Roman J. Steiner, on November 19th, 1941.

"Steiner Construction Company
2122 Maryland Avenue
Baltimore, Maryland

November 18, 1941

Attention: Mr. Roman J. Steiner

Gentlemen:

Your letter of November 14th to the Board of Public Works, relative to contract awarded by the State to you for the general construction work, Power House, Morgan State College, Baltimore, Maryland, was brought to the attention of the Board at a meeting held today, November 18, 1941.

In your letter you state that under your agreement with the Baltimore Building Trades Council, your men are not permitted to work on a job on which non-union labor is employed, and you state that your acceptance of the contract for the erection of the Power House at Morgan College is conditioned on your contract being "completed in its entirety, and that our work will be carried out without interruption or interference caused by other contractors in connection with this project."

There is nothing in the specifications on which you bid nor in your bid, which justifies making the changes suggested by you, and after full consideration of your letter, the Board decided that it could not accept the proposed modifications of the contract. The Board feels that it has the right to expect you to carry out your part of the contract in accordance with the specifications and any failure on your part to do so will subject you to the penalty prescribed in the specifications.

In view of the necessity of the Board awarding this contract to the next lowest bidder on or before Friday, November 21st, I would greatly appreciate your definitely advising me whether you will proceed with the execution of the contract or whether you will withdraw your bid and, of course, in this latter event the \$2000 check which you deposited with the bid will be retained by the State.

Very truly yours,

Secretary"

Following receipt of the above letter, Mr. Steiner conferred with his attorney and with the Baltimore Building Trades Council, and advised

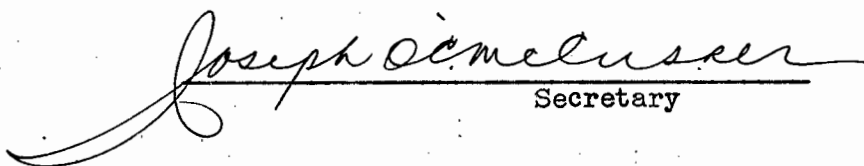
Mr. Hugh A. Meade, Assistant Attorney General, that the Baltimore Building Trades Council would give the Steiner Construction Company a waiver in connection with the agreement that company has with the Baltimore Building Trades Council, whereby the company would be permitted to carry out its contract with the State and that no interference would be given because of the fact that the employees of Charles T. King, Inc. would be working on the job at the same time as the employees of Steiner Construction Co.

The contract was duly executed and bond furnished in accordance with the specifications.

In the meantime, the Attorney General had conferred with The Lacchi Construction Company and had received a written statement from that company advising that -

"Owing to the labor conditions of mechanical contractors, we are unable to enter into a contract and our proposal is hereby withdrawn."

November 21, 1941


Secretary